

food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package, since the statement made was not correct, and for the further reason that the article was offered for sale and sold under the distinctive name of another article.

On October 8, 1931, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18918. Adulteration of apples. U. S. v. 660 Baskets of Apples. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 27032. I. S. No. 31751. S. No. 5253.)

Lead arsenate having been found on samples of apples taken from the shipment herein described, the Secretary of Agriculture reported the matter to the United States attorney for the Northern District of California.

On October 2, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 660 baskets of apples, remaining in the original unbroken packages at San Jose, Calif., alleging that the article had been shipped by the Fruitland Fruit Association, from Eiffie, Idaho, on or about September 18, 1931, and had been transported from the State of Idaho into the State of California, and charging adulteration in violation of the food and drugs act. The article was labeled in part: "1-0 Brand Idaho Oregon * * * Grown and Shipped by The Fruitland Fruit Association, Fruitland, Idaho."

It was alleged in the libel that the article was adulterated in that it contained an added poisonous or deleterious ingredient, to wit, lead arsenate, which might have rendered it injurious to health.

On October 7, 1931, the Pacific Fruit & Produce Co., San Francisco, Calif., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of costs and the execution of a bond in the sum of \$500, conditioned in part that it be cleaned and washed so that it comply with the requirements of the Federal food and drugs act and all laws, Federal and State thereunto relating.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18919. Adulteration and misbranding of canned orange juice. U. S. v. 48 Cases of Canned Orange Juice. Decree of condemnation and forfeiture, with provision for release under bond for relabeling. (F. & D. No. 26422. I. S. No. 12520. S. No. 4716.)

Samples of canned orange juice from the shipment herein described having been found to contain added sugar, and the cans examined having been found to contain less than the declared volume, the Secretary of Agriculture reported the matter to the United States attorney for the Eastern District of Washington.

On May 23, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 48 cases of canned orange juice, remaining in the original unbroken packages at Spokane, Wash., alleging that the article had been shipped by the Orlando Canning Co. (Inc.), from Orlando, Fla., on or about March 10, 1931, and had been transported from the State of Florida into the State of Washington, and charging adulteration and misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Can) "Heart of Florida * * * Orange Juice Contents 10½ Fld. Ozs. or 297 Grams * * * Packed by Orlando Canning Co. Inc. Orlando, Florida."

It was alleged in the libel that the article was adulterated in that orange juice containing added sugar had been substituted for orange juice.

Misbranding was alleged for the reason that the statements on the label, "Orange Juice Contents 10½ Fld. Ozs. or 297 Grams," were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was in package form and the quantity of the contents was not conspicuously marked on the outside of the package, since the statement made was incorrect.

On July 21, 1931, a decree was entered condemning and forfeiting the property and ordering that it be destroyed by the United States marshal. The decree provided, however, that the product might be released to the claimant, the Roundup Grocery Co., Spokane, Wash., upon payment of costs, within 20 days from the date of the decree, and the execution of a bond in the sum of \$100,

conditioned in part that it be relabeled, and that it should not be sold or otherwise disposed of contrary to the Federal food and drugs act, or the laws of any State, Territory, or insular possession.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18920. Misbranding of butter. U. S. v. 7 Cases, et al., of Butter. Consent decrees of condemnation and forfeiture. Product released under bond. (F. & D. No. 26762. I. S. Nos. 22280, 22281, 22282, 22283. S. No. 4822.)

Sample packages of butter taken from two lots, which had been delivered to the common carrier at Seattle, Wash., for shipment to Alaska, having been found to contain less than the weight declared on the label, the Secretary of Agriculture reported the matter to the United States attorney for the Western District of Washington.

On June 6, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid libels praying seizure and condemnation of 13 cases of butter, remaining in the original unbroken packages at Seattle, Wash., delivered for shipment by the Centralia Dairy Co., Centralia, Wash., June 4, 1931, alleging that the article was to have been shipped from Centralia, Wash., to Alaska, and charging misbranding in violation of the food and drugs act as amended. A portion of the article was labeled in part: "One Pound Net Weight * * * Medo-Maid Butter." The remainder of the said article was labeled in part: "One Pound Net * * * Sunset Gold Creamery Butter."

It was alleged in the libels that the article was misbranded in that the statements, "One Pound Net" and "One Pound Net Weight," appearing on the respective labels, were false and misleading, since the packages contained less than the quantity declared. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages, since the quantity stated on the said packages was incorrect.

On June 23, 1931, the Centralia Dairy Co., Centralia, Wash., claimant, having admitted the allegations of the libels and having consented to the entry of decrees, judgments were entered, which were amended on October 27, 1931, condemning and forfeiting the property and ordering that it be released to the said claimant upon payment of costs and the execution of bonds totaling \$200, conditioned in part that it be brought into conformity with the law under the supervision of this department and that it should not be sold or otherwise disposed of contrary to the provisions of the Federal food and drugs act, or the laws of any State, Territory, district, or insular possession.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18921. Adulteration and misbranding of cottonseed meal. U. S. v. Swift & Co. Plea of nolo contendere. Fine, \$50. (F. & D. No. 26562. I. S. No. 18357.)

Samples of cottonseed meal from the shipment herein described having been found to contain less protein and more fiber than declared on the label, the Secretary of Agriculture reported the matter to the United States attorney for the Middle District of Georgia.

On August 31, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid an information against Swift & Co., a corporation, trading at Macon, Ga., alleging shipment by said company, under the name of Swift & Co., Oil Mill, in violation of the food and drugs act, on or about October 10, 1930, from the State of Georgia into the State of Kentucky, of a quantity of cottonseed meal which was adulterated and misbranded. The article was labeled in part: "'Pinta' Columbus Brand 41% Cottonseed Meal Made for Dan Joseph Co., Columbus, Ga. Guaranteed Analysis Protein 41.00 Per Cent, * * * Fiber 10.00 Per Cent."

It was alleged in the information that the article was adulterated in that a substance, to wit, a cottonseed meal deficient in protein and containing excessive fiber, had been substituted for the said article.

Misbranding was alleged for the reason that the statements, to wit, "41% Cottonseed Meal * * * Guaranteed Analysis Per Cent Protein 41.00 * * * Fiber 10.00," borne on the tags attached to the stacks containing the article, were false and misleading in that they represented that the article contained not less than 41 per cent of protein and not more than 10 per cent of